

EXHIBIT A

INCIDENTAL BUSINESS PERMIT (STANDARD Conditions of This Permit)

36 CFR 5.3 - Business Operations: Engaging in or soliciting any business in park areas, except with the provisions of a permit, contract or other written agreement with the United States, except as such may be specifically authorized under special regulations applicable to a park area, is prohibited.

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. **Damages** - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. **Benefit** - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. **Assignment** - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. **Revocation** - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [Re 36 CFR 2.32 (4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.

EXHIBIT B

(Incidental Business Permit Provisions)

THESE STIPULATIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON YOUR INCIDENTAL BUSINESS PERMIT. ADDITIONAL SPECIFIC STIPULATIONS FOR INDIVIDUAL PARKS, PRESERVES, WILD RIVERS AND MONUMENTS (PARK UNITS) MAY ALSO BE ATTACHED.

1. Proof of permit approval must be carried with the permittee and their employees when operating in the park unit. A copy of the signature page is acceptable and must be presented to any park employee on demand.
(Some parks require the permittee and employees to carry the full permit while operating in the park; please check the individual park-specific provisions.)

2. The permittee will have none of the rights or privileges of P.L. 105-391 specified for concession contracts. The National Park Service does not grant the permittee a preferential or exclusive right to conduct business in any National Park Service administered areas.

3. This permit may not be transferred, extended or assigned under any circumstances. This stipulation supersedes Exhibit A #4.

4. This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Permit is for businesses (incidental) when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.

5. The permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.

6. **REVOCATION** - The IBP may be revoked at any time at the discretion of the superintendent without compensation to the permittee or liability to the United States.

7. **ANNUAL REPORTS:**

Reports listed below must be completed and submitted no later than November 15th (unless otherwise noted). Reports shall be postmarked not later than November 15 to avoid late fees being charged. Non-submission of any report may be grounds for suspension, or revocation of the permit. (This includes other reports that may be required by parks.) Negative reports are also required.

- Gross Receipt Report
- Activity Summary Report
- Commercial Transporters Activity Summary Report
- Moraine Creek Log
- Glacier Bay Sportfishing Survey

Due by February 1st of each year:

- Big Game Commercial Services Board Transporter Activity Report
(same report required by State).

8. **FEES:** The permittee is required to pay the following fees:

a) Late Fee:

- 1) A \$25 fee, per report, for each 30-day period or portion thereof, for reports postmarked after the November 15th due date.
- 2) A \$50.00 fee for each 30-day period, or portion thereof, plus an administrative charge of \$5.00 for each transaction related to the unpaid balance of any **past due fee**.

b) Recreational Fee Demonstration Program:

1) **Kenai Fjords National Park:**

\$2.00 per person, per day, per shuttle or taxi

\$2.00 per person for guided hiking, cycling, and recreational vehicle caravan.

2) **Brooks Camp in Katmai National Park & Preserve:**

\$10.00 per person, per day at Brooks Camp (*Pay cash or check at Brooks Camp*)

\$ 5.00 per person, per night at Brooks Camp Campground (*Reservation required. Call 1-800-365-2267*)
(*Payment **cannot** be made at Brooks Camp*)

c) Management (Cost Recovery) Fees:

1) **Wrangell-St. Elias National Park & Preserve:**

(*Fee*) - \$100 due along with your application

2) **Glacier Bay National Parks & Preserve:**

(*Fee*) - \$100 due along with your application

3) **Katmai National Park & Preserve, Lake Clark National Park & Preserve, Aniakchak National Monument & Preserve, and Alagnak Wild River:**

(*Fee*) - \$4.00 per person/per day due by November 15, 2002

9. **INSURANCE**

a) ***Indemnification***

The permittee shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the permittee, his employees, subcontractors or agents under this permit.

The permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this permit.

The permittee shall provide the Director with a Statement of Insurance and Certificate of Insurance at the inception of this PERMIT and annually thereafter, and shall provide the Director thirty (30) days advance written notice of any material change in the permittee's insurance program hereunder.

The Director will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

b. ***Public Liability***

The permittee shall provide liability insurance against claims occasioned by actions or omissions of the permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy may be used to achieve the required limits.

- 1) All liability insurance must be written by a United State company.
- 2) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.
- 3) **The permittee shall obtain the following applicable coverage:**
 - (a) Comprehensive general liability insurance (*as specified in Exhibit C*) per occurrence
 - (b) Protection and Indemnity (Watercraft liability) (*as specified in Exhibit C*) per occurrence
 - (c) Automobile liability to cover all owned, non-owned and hired vehicles (*as specified in Exhibit C*) per occurrence
 - (d) Aircraft Liability - (*as specified in Exhibit C*) per seat.

10. An accident resulting in personal injury, death or property damage, shall be reported to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] Any threatening incident involving wildlife shall be reported to the staff of the respective National Park Service unit, as soon as possible.

11. It is the permittee's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.

12. The permittee agrees to provide clients with National Park Service information, prior to the client's arrival to the park unit. The information will include park rules and regulations, basic safety rules, safe behavior in bear country and minimum impact camping and wilderness use guidelines.

13. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein.

14. Use of Personal Watercraft and Airboats are **prohibited** for commercial purposes.

A **Personal Watercraft** is defined as a vessel which uses an inboard motor powering a water jet pump as the primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel. The jet pump works by drawing water into the housing ahead of the impeller. The impeller is a type of precision propeller contained within the housing that pressurizes the water as it enters and forces the water toward the stern of the craft. The force of this exiting water is what pushes the PWC in the opposite direction. PWC do not have exposed propellers like most other powerboats. Brand names include, but are not limited to, Jet Ski, Sea-Doo, Waverunner, Wet Jet and Surf Jet.

An **Airboat** is defined as a self propelled vehicle that depends solely upon air thrust without air cushion to move in any direction across land, vegetation, water, ice and combinations of conditions associated with buoyancy. (Typically greater than 12 feet long.)

Exhibit # C
INSURANCE REQUIREMENTS
INCIDENTAL BUSINESS PERMITS
DEPARTMENT OF INTERIOR, ALASKA, NATIONAL PARK SERVICE

Backpacking, Guided Hiking, Photography, HorseRides, HorsePacking, Group Camping, Dog Sled Tours, Winter Backcountry, Sportfishing without boat.

INSURANCE TYPE: *Comprehensive General Liability* (Guides & Outfitters)

<u>PARTY SIZE</u>	<u>AMOUNT OF MINIMUM COVERAGE REQUIRED</u>
ANY PARTY SIZE:	\$300,000/Occurrence

Mountaineering Guides

INSURANCE TYPE: *Comprehensive General Liability* (Guides & Outfitters)

<u>PARTY SIZE</u>	<u>AMOUNT OF MINIMUM COVERAGE REQUIRED</u>
UP TO PARTY OF 5:	\$300,000/Occurrence
PARTY OF 6 TO 12:	\$500,000/Occurrence
PARTY OF 13 OR MORE:	\$1,000,000/Occurrence

Car, Van, Bus or Jeep Transportation or Tours, Horse Wagon Rides, River Trips, Lake Touring, Ocean Touring, Tour Boats, Charter Boats, Cruise Ships, Sportfishing with boat

INSURANCE TYPE: *Motor vehicles - *Auto Liability Insurance*; *Vessels - *Protection & Indemnity (P&I)* or *Comprehensive General Liability* (depending on size of vessel); *other activities - *Comprehensive General Liability*.

<u>PARTY SIZE</u>	<u>AMOUNT OF MINIMUM COVERAGE REQUIRED</u>
UP TO 5 passengers:	\$300,000/Occurrence
6 TO 12 passengers:	\$500,000/Occurrence
13 TO 20 passengers: (motor vehicles)	\$750,000/Occurrence
13 TO 20 passengers: (other transportation)	\$1,000,000/Occurrence
21 to 50 passengers	\$1,500,000/occurrence
51 passengers or more:	Contact National Park Service for information

Air Taxi, Flightseeing. * Use of aircraft to transport clients in conjunction with another authorized activity ("incidental air") also requires aircraft liability insurance.

INSURANCE TYPE: *Aircraft Liability*

*Example: You offer backpacking and mountaineering (6 clients in party), and fly your clients into NPS areas instead of using an air taxi. Required minimum coverage is Comprehensive General Liability of \$500,000/occurrence and Aircraft Liability insurance of \$150,000/per passenger seat.

<u>PARTY SIZE</u>	<u>AMOUNT OF MINIMUM COVERAGE REQUIRED</u>
Any party size:	\$150,000/passenger seat